

#5 Power of Attorney
5-15-02
C. WilesIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Atarbes K. Gorman
 Appl. No.: 09/941,195
 Confirm. No.: 5978
 Filed: August 28, 2001
 Title: SYSTEM AND METHOD FOR TESTING TIME-VARYING SIGNALS

PATENT APPLICATION

Art Unit: 2862
 Examiner: Unassigned

Customer No. 23910**POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. §§3.71, 3.73(b)**

Commissioner for Patents
 Art Unit 2862
 Washington, DC 20231

Sir:

The below-identified Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventors.

A true copy of the Assignment is attached hereto, the original of which has been (or is herewith) forwarded to the United States Patent and Trademark Office for recording.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Assignee hereby appoints Sheldon R. Meyer, Reg. No. 27,660, Jason D. Lohr, Reg. No. 48,163, and other attorneys of FLIESLER DUBB MEYER & LOVEJOY LLP, Customer No. 23910, to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. §3.71.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Please address all correspondence to:
 Sheldon R. Meyer, Esq.
 FLIESLER DUBB MEYER & LOVEJOY LLP
 Four Embarcadero Center, Fourth Floor
 San Francisco, CA 94111-4156

Please direct all telephone calls to:
 Jason D. Lohr
 (415) 362-3800

Assignee: BEA Systems, Inc.
 Assignee Type: Corporation
 Signor's Name: Robert F. Donohue
 Signor's Title: Senior Vice President

Signature:

Date: Dec 14, 2001

AG SOLE TO CORPORATE ASSIGNMENT

Atarbes 5.
WHEREAS, the undersigned, ~~Art~~ Gorman, a resident of 541 Page Street, #2; San Jose, California 95126, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

SYSTEM AND METHOD FOR TESTING TIME-VARYING SIGNALS

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention.

WHEREAS BEA Systems, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 2315 North First Street, San Jose, 95131, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee:

Said application having Appl. Number 09/941,195 and filed on the 28th day of August, 2001.

Charles K. Gorman
(Inventor's Signature)

State of California)
County of Santa Clara)

On November 7, 2001 before me, Renee T. Fries, Notary
(name and title of officer)

personally appeared Art Gorman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Renee T. Fries

